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v. *Monroe*, 58 Mich. 563, 25 N. W. 514; *Cox v. Cox*, 26 Grat. (67 Va.) 305; and *Snyder v. Snyder*, 77 Wis. 95, 45 N. W. 818, are cases more directly in point, in each of which the death of the promisee within the lifetime of the promisor was the cause of his failure to complete his contract.

WILLS—TESTAMENTARY INTENT IN OLOGRAPHIC WILL.—An unsigned letter written by deceased and addressed to his executor was fastened to signed sheets of writing, (which were admitted to probate as an olographic will), and was enclosed with them in a sealed envelope, which was endorsed, "my last will" dated and signed. It appeared from the context of the letter that it was written subsequent to the writing of the will. *Held*, that the unsigned letter formed no part of the will, as it was not executed with the formal requirements of the statute, nor did there appear in the letter any intent that it should be considered as testamentary, but was mere personal advice to the executor. *In Re Keith's Estate*, (Cal. 1916), 159 Pac. 705.

The two classes of cases in which questions concerning olographic wills arise are, (1) whether there is a sufficient compliance with statutory requirements; (2) whether there appears an intention to make a testamentary writing. The writing offered in the principal case was defective in both of these particulars. That a name written on the envelope in which the writings were sealed, was not a signature, was also held in *In re Tyrrell's Estate*, 17 Ariz. 418, 153 Pac. 767, 14 MICH. LAW REV. 522. As to testamentary intent, it was held in *Smith v. Smith*, 112 Va. 205, 70 S. E. 491, 33 L. R. A. N. S. 1018, that it must satisfactorily appear that the testator intended the very paper to be his will, and not a memorandum as to his intention so to dispose of his property. In *Alston v. Davis*, 118 N. C. 202, 24 S. E. 15, the deceased had stated in an ordinary letter to his sister that he wanted her to have all of his property if he should die; it was held that this was such an expression of his wishes as to the disposition of his property as would be given effect after his death. A letter to his attorney, requesting that on account of his recent marriage certain changes be made in his will was allowed probate in *Barney v. Hayes*, 11 Mont. 571, 29 Pac. 282.